



**STATE OF ARKANSAS
SECURITIES DEPARTMENT
HERITAGE WEST BUILDING, SUITE 300
201 EAST MARKHAM STREET
LITTLE ROCK, AR 72201**



**APPLICATION FOR REGISTRATION AS A MORTGAGE LOAN COMPANY
AND LOAN BROKER UNDER ACT 806 OF 1977, AS AMENDED**

INSTRUCTIONS AND GENERAL INFORMATION

1. The application fee is nonrefundable. Make checks payable to the "Arkansas Securities Department".
2. All questions on the application form must be answered completely. In the event space provided for answers is inadequate, additional sheets should be attached and should identify the applicant. In the event a particular question is inapplicable, enter N/A in the space provided. An applicant for license renewal need not furnish the identical information, schedules or exhibits submitted in connection with a prior application unless there has been a change in circumstances or information affecting such previous disclosure. If **IDENTICAL** information has been previously filed, please so state.
3. If the applicant is a sole proprietor and has **both** a Federal Employer Identification Number and a Federal Social Security Account Number, **both** numbers must be provided. All other applicants must provide a Federal Employer Identification Number only.
4. If the applicant is a partnership in which any partner is a corporation, limited liability company, etc. (referred to collectively as "corporate partners"), please provide the information requested in Exhibit "B" of the application for the principals, partners, officers, directors, or managers of the "corporate partners".
5. Material changes in any information contained in the application form must be reported in writing immediately, including, but not limited to, any material financial judgments entered against, and bankruptcy petitions filed on behalf of, the applicant. Reporting should not be delayed until the time a license is renewed.
6. The surety bond required under Ark. Code Ann. § 23-39-304 must be on the bond form provided by the Arkansas Securities Department ("Department"). No other form may be used. The **original bond form**, executed by both the PRINCIPAL and SURETY, and **original SURETY Power of Attorney** must be filed with the Department.
7. The audited financial statements should consists of, at least, (i) a balance sheet, (ii) an income statement, (iii) a statement of changes in owners equity, and (iv) a statement of cash flows. The only exception would be for an applicant that is a "newly formed" entity that has not conducted any business, received any income, or incurred any expenses, other than that related to the formation of the entity. A "balance sheet" audit may be submitted with the **ORIGINAL** application for a "newly formed" applicant.



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APPLICATION FOR REGISTRATION AS A MORTGAGE LOAN COMPANY
AND LOAN BROKER UNDER ACT 806 OF 1977, AS AMENDED

Applicant respectfully requests a license to engage in business as a Mortgage Loan Company and Loan Broker subject to the supervision of the Arkansas Securities Commissioner, under provisions of Act 806 of 1977, as amended, and the Rules that are adopted thereunder.

[] **Original Application. \$250.00 application fee enclosed.**

All questions must be answered completely. All documents required as exhibits to the application must be submitted with the application.

[] **Renewal Application. \$150.00 application fee enclosed.**

An applicant for license renewal need not furnish the identical information, schedules or exhibits submitted in connection with a prior application unless there has been a change in circumstances or information affecting such previous disclosure. If identical information has been previously filed, please so state.

1.

Name of Applicant

Name(s) under which Applicant will conduct business in Arkansas (d/b/a)

Address

City

State

Zip

Telephone Number

Fax Number

Federal Employer Identification Number
(SSN if Applicant is a Sole Proprietor)

Website Address

2. **Applicant Contact Information**

Licensing Contact

Name

Title

Company

Telephone Number

Address

Fax Number

City

State

Zip

E-mail Address

Regulatory/Compliance Contact

Name

Title

Company

Telephone Number

Address

Fax Number

City

State

Zip

E-mail Address

Consumer Complaints Contact

Name

Title

Company

Telephone Number

Address

Fax Number

City

State

Zip

E-mail Address

3.

Form of Organization (Sole Proprietorship, Partnership, Corporation, Limited Liability Company, etc.)

Attached as Exhibit "A" is a copy of the articles of incorporation, articles of partnership, or other such documents of organization filed with the appropriate regulatory authority in the State of organization, as well as copies of any documents issued by said regulatory authority granting approval of said filing. Additionally, attached as Exhibit "A" are copies of any documents issued by the Arkansas Secretary of State granting approval to conduct business in Arkansas as a "foreign corporation", if applicable.

Attached as Exhibit "B" is a list of the applicant's affiliates that includes the name, address and telephone of each affiliate.

Attached as Exhibit "C" is a list of all persons having an interest in the business as principals, partners, officers, trustees, directors or managers that includes full name, title, business address and telephone number, and residence address. Also attached are personal resumes for each individual.

Attached as Exhibit "D" is a list of all branch offices located in the State of Arkansas that includes the address, telephone number, fax number, and branch manager's name of each branch office.

Attached as Exhibit "E" is a list of all branch offices located outside the State of Arkansas but conducting business in Arkansas that includes the address, telephone number, fax number, and branch manager's name.

Attached as Exhibit "F" is a list of all states in which the Applicant is conducting business that includes the name, address, and telephone number of the regulatory authority for each state listed, as well as the license number for each state.

Attached as Exhibit "G" is a disclosure of any action or proceeding, civil or criminal, judicial or administrative, complete or in process, against the Applicant.

The Applicant's fiscal year end is _____ .

4.

Described below, or attached, is the Applicant's business plan that lists all business activities conducted by the Applicant and specifies the length of time the Applicant has been engaged in such activities. (Attach additional pages if necessary.)

5. Attached as Exhibit "H" is an Arkansas corporate surety bond in the amount of \$35,000.00 OR a deposit of cash or securities issued by the federal government, the State of Arkansas, or any political subdivision thereof, in the amount of \$35,000.00 accompanied by an executed Arkansas "Assignment and Escrow Agreement" form.
6. Attached as Exhibit "I" are audited financial statements that reflect a net worth of not less than \$25,000.00 prepared by an independent certified public accountant and accompanied by an unqualified opinion. The audited financial statements must be as of a date not preceding twelve months of the application date.
7. Attached as Exhibit "J" are three letters of recommendation, including one from the Applicant's banker.
8. Attached as Exhibit "K" is an executed Arkansas "Consent to Service of Process" form.

STATE OF _____)
 _____)
 COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that he/she has executed this form on behalf of, and with the authority of, the Applicant. The undersigned and Applicant represent that the information and statements contained herein, including exhibits attached hereto, and other information filed herewith, all of which are made a part hereof, are current, true and correct to the best of their knowledge and belief.

 (Signature)

 Date

 (Print Name)

 Title

Subscribed and sworn to before me this _____ day of _____, _____.

 NOTARY PUBLIC

My Commission Expires:



ARKANSANS CONSENT TO SERVICE OF PROCESS

_____, the Applicant, hereby agrees that suits and actions may be commenced against it, for any cause arising under the Mortgage Loan Company and Loan Broker Act of 1977, as amended, in the proper courts of any county in the State of Arkansas, in which a cause of action may arise or in which the plaintiff may reside, by the service of any process or pleading which is authorized by the laws of the State of Arkansas, on the Securities Commissioner of the State of Arkansas, said service of process in such cases to be as valid and binding as if due service of process has been made personally on the proper officers of the Applicant.

Nothing herein contained shall subject the Applicant to the jurisdiction of the State of Arkansas, otherwise than herein expressly agreed, and nothing shall deprive the Applicant of the right that it may have to remove any suit to the Federal Court.

STATE OF _____)
COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that he/she has executed this form on behalf of, and with the authority of, the Applicant. The undersigned and Applicant represent that the information and statements contained herein, including exhibits attached hereto, and other information filed herewith, all of which are made a part hereof, are current, true and correct to the best of their knowledge and belief.

(Signature)

Date

(Print Name)

Title

Subscribed and sworn to before me this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:



STATE OF ARKANSAS
SECURITIES DEPARTMENT
LITTLE ROCK, ARKANSAS

MORTGAGE LOAN COMPANY AND LOAN BROKER SURETY BOND

BOND NUMBER

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____,
as PRINCIPAL, and _____, as SURETY, are held
and firmly bound unto the Arkansas Securities Department, as OBLIGEE in the penal sum of THIRTY-FIVE THOUSAND AND
NO/100 DOLLARS (\$35,000.00) lawful money of the United States, for the payment of which sum, administrators, truly to be
made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these
presents.

The condition of the above is such that, the PRINCIPAL has made application or is duly registered by the Arkansas Securities
Department as a Mortgage Loan Company and Loan Broker under Act 806 of 1977, as amended.

NOW, THEREFORE, if said PRINCIPAL shall fully comply with the provisions of Act 806 of 1977, as amended, and shall pay
and discharge all amounts owing upon any judgment obtained in any court of competent jurisdiction by the OBLIGEE or by any
person or persons who may be injured or damaged by said PRINCIPAL doing business as said Mortgage Loan Company and
Loan Broker, including judgments in suits for the misappropriation of any funds paid into or deposited with the said Mortgage
Loan Company and Loan Broker, this bond shall be null and void; otherwise, this bond shall be and remain in full force and
effect.

The SURETY shall have the right to cancel this bond upon sixty (60) days written notice to the OBLIGEE.

In no event shall the total liability of the SURETY, to all persons, cumulative or otherwise, exceed the amount specified in this
bond.

No suit may be maintained to enforce any liability on this bond unless brought within FIVE (5) YEARS after the sale or act upon
which it is based.

WITNESS OUR HAND AND SEAL this _____ day of _____, _____.

Persons executing for SURETY, other
than corporate officers, must attach
Power of Attorney authorizing them
to execute bonds for SURETY.

PRINCIPAL

BY: _____
TITLE

SURETY

BY: _____
TITLE

ATTEST: _____



ARKANSAS ASSIGNMENT AND ESCROW AGREEMENT

_____ (the "Applicant") and the Arkansas Securities Department (the "Escrow Holder") have made and entered into the Agreement set out herein below:

WHEREAS, the Applicant has filed an application with the Arkansas Securities Department for a registration as a mortgage loan company and loan broker under Act 806 of 1977, as amended, (the "Act"); and

WHEREAS, as a condition of registration, the Arkansas Securities Department has agreed to accept from the Applicant an appropriate deposit pursuant to the Act; and

WHEREAS, the Applicant and the Escrow Holder desire to enter into a agreement with respect to the escrow of such cash or securities;

NOW THEREFORE, in consideration of the foregoing and covenants herein contained, it is agreed as follows:

1. The Applicant herewith owns and tenders _____

(the "CD"), for the escrow period set forth herein below. The Applicant assigns its interest in the CD but only for the limited purpose set forth herein and the prescribed uses of such deposit under the Act.
2. The escrow period shall begin on the date of the signing of this Escrow Agreement and shall terminate five (5) years after the last effective date of the Certificate of Authority of the Applicant or upon a final determination of any suit filed under the provisions of Paragraph 5, whichever is later (the "Escrow Period").
3. During the Escrow Period, the Applicant agrees that the CD shall not, in any way, be offered for sale, sold, pledged, hypothecated, transferred or disposed of in any other matter.
4. If during the Escrow Period, the Escrow Holder shall reasonably determine that the CD is no longer appropriate, the Applicant agrees to make any reasonable and appropriate deposit of additional cash, a substitute for cash, securities or file an acceptable corporate surety bond. Failure to do so will be deemed a failure to comply with the conditions of registration.
5. If any person who has a cause of action against the Applicant under the provisions of the Act brings suit during the period described in Paragraph 6 and a judgment is rendered against the Applicant, that judgment may be satisfied out of the above-described deposit.
6. The deposit cannot be used in satisfaction of any judgment unless suit is brought within five (5) years from the termination date of the Certificate of Authority.
7. In the event of dissolution or liquidation of the Applicant during the Escrow Period, the Applicant agrees that the distribution of the cash or securities held in Escrow shall be subordinated to rights of persons having a cause of action as above stated and no distribution of the CD shall be made until such time as the Escrow Agreement shall come to an end.

8. The Applicant agrees to pay any and all expenses incurred as a result of the escrow of the cash or securities and to indemnify the Escrow Holder against all claims rising out of this escrow other than those caused by the Escrow Holder's own negligence or breach of this Agreement.
9. Escrow Holder agrees to administer this Escrow Agreement in strict compliance with all of the terms and conditions and instructions contained herein and the Applicant agrees to provide all information necessary to facilitate the administration of this Agreement. At such time as this Escrow Agreement shall terminate, the CD shall be returned to the Applicant and the Escrow Holder shall be relieved of all liability hereunder.
10. If, during the Escrow Period, the Act is amended to make this Agreement not necessary as a condition of registration for the Applicant, this Agreement shall be terminated and the CD returned upon prior written notice by the Applicant to the Escrow Holder.

The Applicant and the Escrow Holder have entered into this Escrow Agreement on this _____ day of _____, _____, in multiple counterparts, each of which shall be considered an original.

STATE OF _____)
COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that he/she has executed this form on behalf of, and with the authority of, the Applicant. The undersigned and Applicant represent that the information and statements contained herein, including exhibits attached hereto, and other information filed herewith, all of which are made a part hereof, are current, true and correct to the best of their knowledge and belief.

(Signature)

Date

(Print Name)

Title

Subscribed and sworn to before me this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

ARKANSAS SECURITIES DEPARTMENT

By: _____

Date: _____